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Attorneys for Plaintiff

**UNITED STATES DISTRICT COURT**  
**DISTRICT OF NEVADA**

ANGEL RENNINGER,

Plaintiff,

vs.

**COMPLAINT  
AND  
JURY DEMAND**

EXTENSOFT, INC., a Nevada corporation;  
KONRAD MUSIAL, a Nevada resident.

Defendants.

Plaintiff Angel Renninger, by and through her counsel, Michael T. Gebhart, Esq. of the law firm Peel Brimley LLP, hereby complains as follows:

**JURISDICTION, VENUE, JURY DEMAND**

1. Renninger is resident of southern Nevada. All of the acts, statements, and omissions alleged herein occurred in southern Nevada. Renninger received a Notice of Right to Sue from the Equal Employment Opportunity Commission. Renninger requests a jury trial relative to all triable issues.

2. Defendant Extensoft, Inc. is a Nevada corporation. Extensoft conducts business on a regular and continuing basis in Clark County, State of Nevada.

3. Defendant Konrad Musial is a Nevada resident and is the owner, manager, and sole officer and director of Extensoft.

5. This Court has jurisdiction pursuant to Title 28, section 1343, as well as Title 42, section 2000e of the United States Code because Renninger is a member of a statutorily protected class of persons, *i.e.*, a woman, who was subject to adverse workplace treatment “because of sex,” as prohibited by Title 42 of the United States Code. Renninger was subject to sexual harassment, gender discrimination and retaliation.

6. Extensoft, through Musial, hired Renninger.

8. After Renninger was hired, Musial began making inappropriate sexual comments to Renninger on a regular basis.

10. Musial would brag about his adventures in adult-themed clubs, would leave sexual toys around the office, and leased out Extensoft's space for the filming of pornographic movies.

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1           12. Musial encouraged another supervisor, Nico Simon, to engage in similar conduct  
2 and took no action to stop Simon from sexually harassing Renninger and other female  
3 employees.

4           13. Simon would openly and frequently talk about the size of his penis, show  
5 pornographic material, and make other vulgar and inappropriate sexually-oriented statements in  
6 the workplace.

7  
8           14. Musial and Simon openly made such offensive comments in front of employees  
9 and subjected Renninger and other employees to inappropriate conduct on nearly a daily basis.

10           15. Renninger repeatedly complained to Musial about his inappropriate conduct and  
11 offending comments, as well as Simon's; Musial ignored Renninger.

12           16. Musial's and Simon's offensive conduct was so severe and pervasive that it  
13 forced Renninger to quit her employment.

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15           17. Renninger has exhausted her administrative remedies and has timely brought this  
16 action within 90 days of receiving her Notice of Right to Sue Letter from the EEOC.

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18                   **FIRST CAUSE OF ACTION**  
19                   **(Sexual Harrassment (Hostile Work Environment) in violation of 42 U.S.C. 2000e**  
20                   **and N.R.S. 613.330)**

21           18. Plaintiff restates and incorporates by reference paragraphs 1 through 17 of this  
22 Complaint.

23           19. 42 U.S.C. §2000e-2(a)(1) (*i.e.*, section 703 of Title VII) states "it shall be an  
24 unlawful employment practice for an employer to: (1) fail or refuse to hire or to discharge any  
25 individual, or otherwise to discriminate against any individual with respect to his compensation,  
26 terms, conditions, or privileges of employment, because of such individual's race, color, religion,  
27 sex, or national origin." Likewise, N.R.S. §613.330, *et. seq.*, contains a similar provision.  
28

1           20.     The EEOC and the Courts have declared sexual harassment violates section 703  
2 of Title VII. Nevada Courts follow the lead of Courts interpreting Title VII when interpreting  
3 N.R.S. §613.330.

4           21.     According to 29 C.F.R. §1604.11(a)(3), illegal sexual harassment includes a  
5 “hostile environment” in which unwelcome sexual conduct “unreasonably interferes with an  
6 individual’s job performance” or creates an “intimidating, hostile or offensive working  
7 environment.”

8           22.     Renninger suffered intentional, unwanted harassment from Musial and Simon in  
9 the form of repeated inappropriate conduct.

10          23.     The harassment of Renninger was severe and/or pervasive because it was sexually  
11 explicit, blunt and crass and because it occurred over an extended period of time.

12          24.     Defendants knew of Renninger’s complaints of harassment, or should have  
13 known, and did nothing to stop, investigate or properly remediate Renninger’s complaints of  
14 harassment.

15          25.     Musial’s and Simon’s conduct/comments were subjectively and objectively  
16 offensive and were completely unwelcomed.

17          26.     Given Musial’s and Simon’s status, their conduct is automatically imputed to  
18 Extensoft, which is presumptively liable for their conduct. Specifically, it is presumed their  
19 conduct occurred in the course and scope of employment  
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21          27.     Musial’s and Simon’s harassment of Renninger negatively affected the terms,  
22 conditions and/or privileges of her employment because Renninger felt worthless and disaffected  
23 due to Musial’s and Simon’s harassment.  
24

25          28.     Musial’s and Simon’s harassment would detrimentally affect any reasonable  
26 person.  
27  
28

29. Defendants discriminated against Renninger by permitting an ongoing pervasive pattern and practice of sexual harassment and by maintaining a sexually hostile work environment, in violation of 42 U.S.C. §2000e, *et. seq.* and/or N.R.S. §613.330, *et. seq.*

30. By reason of the continuous nature of Defendants' discriminatory conduct, persistent throughout Renninger's employment, Renninger is entitled to application of the continuing violation doctrine to all of the violations alleged.

31. As a direct and proximate result of Defendants' violation of 42 U.S.C. §2000e, *et. seq.* and/or N.R.S. §613.330, *et. seq.*, Renninger has suffered lost wages, lost benefits, lost seniority, lost future earnings, lost employment opportunities, humiliation, embarrassment and loss of self-esteem excess of \$10,000, in an amount to be determined at trial. Therefore, Renninger seeks all legal and equitable remedies available at law, in addition to all other damages permitted by law.

32. Defendants' above-referenced acts were fraudulent, malicious, oppressive and done with intent to harm Renninger. Consequently, Renninger seeks an award of punitive damages in an amount sufficient to punish and deter Defendants from harming other similarly situated employees.

33. Renninger has been forced to procure the services of an attorney to represent her in this matter and, pursuant to 42 U.S.C. §2000e-5, *et. seq.* and/or N.R.S. §613.330, *et. seq.*, Renninger is entitled to her attorneys' fees as a result of Defendants' acts.

**SECOND CAUSE OF ACTION**  
**(Sexual Harrassment (Quid Pro Quo) in violation of 42 U.S.C. 2000e and N.R.S. 613.330)**

34. Plaintiff restates and incorporates by reference paragraphs 1 through 33 of this Complaint.

35. 42 U.S.C. §2000e-2(a)(1) (*i.e.*, section 703 of Title VII) states "it shall be an unlawful employment practice for an employer to: (1) fail or refuse to hire or to discharge any individual, or otherwise to discriminate against any individual with respect to his compensation,

1 terms, conditions, or privileges of employment, because of such individual's race, color, religion,  
2 sex, or national origin." Likewise, N.R.S. §613.330, *et. seq.*, contains a similar provision.

3 36. The EEOC and the Courts have declared sexual harassment violates section 703  
4 of Title VII. Nevada Courts follow the lead of Courts interpreting Title VII when interpreting  
5 N.R.S. §613.330.

6 37. 29 C.F.R. §1604.11(a)(2), notes quid pro quo sexual harassment occurs when  
7 submission to or rejection of unwelcome sexual conduct is used as the basis for employment  
8 decisions affecting an individual.

9 38. Defendants subjected Renninger to sexual comments, all of which were  
10 unsolicited and unwelcomed.

11 39. Renninger rejected Defendants' sexual comments.

12 40. After Renninger rejected Musial's and Simon's sexual comments, they began  
13 treating her poorly and created an work environment that was so unwelcome that it caused  
14 Renninger to quit her employment.

15 41. Musial's and Simon's treatment of Renninger was intentional and designed with  
16 the foreseeable effect of financially impacting Renninger's income/wages and affecting her  
17 emotionally.

18 42. Given Musial's and Simon's positions, their conduct is automatically imputed to  
19 Extensoft, which is presumptively liable for their conduct. Specifically, it is presumed that  
20 Musial's and Simon's conduct occurred in the course and scope of employment.

21 43. Musial's and Simon's harassment of Renninger negatively affected the terms,  
22 conditions and/or privileges of her employment because Renninger felt worthless and disaffected  
23 due to Musial's harassment.

24 44. Musial's and Simon's harassment would detrimentally affect any reasonable  
25 person.  
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1           45. Defendants discriminated against Renninger by permitting an ongoing pervasive  
2 pattern and practice of sexual harassment and by maintaining a sexually hostile work  
3 environment, in violation of 42 U.S.C. §2000e, *et. seq.* and/or N.R.S. §613.330, *et. seq.*

4           46. By reason of the continuous nature of Defendants' discriminatory conduct,  
5 persistent throughout Renninger's employment, Renninger is entitled to application of the  
6 continuing violation doctrine to all of the violations alleged.

7           47. As a direct and proximate result of Defendants' violation of 42 U.S.C. §2000e,  
8 *et. seq.* and/or N.R.S. §613.330, *et. seq.*, Renninger has suffered lost wages, lost benefits, lost  
9 seniority, lost future earnings, lost employment opportunities, humiliation, embarrassment and  
10 loss of self-esteem excess of \$10,000, in an amount to be determined at trial. Therefore,  
11 Renninger seeks all legal and equitable remedies available at law, in addition to all other  
12 damages permitted by law.

13           48. Defendants' above-referenced acts were fraudulent, malicious, oppressive and  
14 done with intent to harm Renninger. Consequently, Renninger seeks an award of punitive  
15 damages in an amount sufficient to punish and deter Defendants from harming other similarly  
16 situated employees.

17           49. Renninger has been forced to procure the services of an attorney to represent her  
18 in this matter and, pursuant to 42 U.S.C. §2000e-5, *et. seq.* and/or N.R.S. §613.330, *et. seq.*,  
19 Renninger is entitled to her attorneys' fees as a result of Defendants' acts.

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21                                   **THIRD CAUSE OF ACTION**  
22                                   **(Retaliation in Violation of 42 U.S.C. 2000e and N.R.S. 613.340)**

23           50. Renninger restates and incorporates by reference paragraphs 1 through 49 of this  
24 Complaint.

25           51. 42 U.S.C. §2000e-3(a) makes it unlawful for an "employer to discriminate against  
26 any of [its] employees ... because he has made a charge, testified, assisted, or participated in any  
27 manner in an investigation regarding an employment practice made illegal by Title VII.  
28 Likewise, N.R.S. §613.340, *et. seq.*, contains a similar prohibition.



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1           52.     Renninger complained to Musial about his and Simon's inappropriate conduct.

2           53.     Renninger's complaint constituted a protected activity.

3           54.     After complaining, Musial and Simon made the workplace so unbearable that  
4 Renninger was forced to quit her employment.

5           55.     Renninger's constructive discharge constitutes an adverse employment action.

6           56.     By reason of the continuous nature of Defendants' discriminatory conduct,  
7 persistent throughout Renninger's employment, Renninger is entitled to application of the  
8 continuing violation doctrine to all of the violations alleged.  
9

10          57.     As a direct and proximate result of Defendants' violation of 42 U.S.C. §2000e,  
11 *et. seq.* and/or N.R.S. §613.330, *et. seq.*, Renninger has suffered lost wages, lost benefits, lost  
12 seniority, lost future earnings, lost employment opportunities, humiliation, embarrassment and  
13 loss of self-esteem excess of \$10,000, in an amount to be determined at trial. Therefore,  
14 Renninger seeks all legal and equitable remedies available at law, in addition to all other  
15 damages permitted by law.

16          58.     Defendants' above-referenced acts were fraudulent, malicious, oppressive and  
17 done with intent to harm Renninger. Consequently, Renninger seeks an award of punitive  
18 damages in an amount sufficient to punish and deter Defendants from harming other similarly  
19 situated employees.  
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21          59.     Renninger has been forced to procure the services of an attorney to represent her  
22 in this matter and, pursuant to 42 U.S.C. §2000e-5, *et. seq.* and/or N.R.S. §613.330, *et. seq.*,  
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24                   **FOURTH CAUSE OF ACTION**  
25                   **(Constructive Discharge in Violation of Nevada Public Policy)**

26          60.     Renninger restates and incorporates by reference paragraphs 1 through 59 of this  
27 Complaint.

28          61.     Nevada public policy prohibits constructive discharge of an employee who  
refuses to go along with an employer's violation of the law.



63. Musial and Simon made the workplace so intolerable because Renninger refused to go along with their violation of the law and to accept their vulgar, offensive, and sexually-oriented acts and comments.

65. Renninger has been forced to procure the services of an attorney to represent her in this matter and, pursuant to 42 U.S.C. §2000e-5, *et. seq.* and/or N.R.S. §613.330, *et. seq.*,

Pursuant to Fed. R. Civ. P. 38(b), Plaintiff demands a jury trial.

WHEREFORE, Renninger prays for judgment against the Defendants and relief as follows:

4. For special damages from Defendants in an amount in excess of \$10,000.00 to be determined at trial;

1           5.       For equitable relief;

2           6.       For exemplary and punitive damages from Musial, for Renninger, in an amount to  
3 be determined at trial;

4           7.       For an award of nominal damages from Defendants in an amount to be  
5 determined at trial;

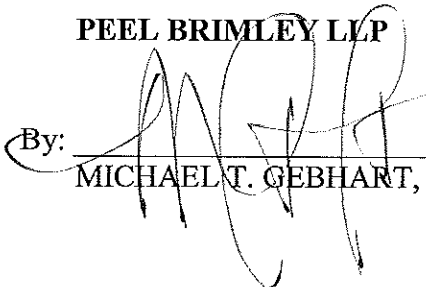
6           8.       For reasonable attorney's fees and costs incurred in the prosecution of this  
7 complaint;

8           9.       For such other and further relief as this Court may deem appropriate.

9       DATED this 9<sup>th</sup> day of December, 2013

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11                   Respectfully submitted,

12                   **PEEL BRIMLEY LLP**

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14                   By:   
15                   MICHAEL T. GEBHART, ESQ.

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